

ADOT ECS File No. JPA 96-71
Project: Equipment Replacement,
Testing & Certification
Location: Statewide

INTERAGENCY AGREEMENT

BETWEEN

THE ARIZONA DEPARTMENT OF TRANSPORTATION

AND

THE ARIZONA DEPARTMENT OF WEIGHTS AND MEASURES

THIS AGREEMENT is entered into on JUNE 24, 1996,
under the provisions of Arizona Revised Statutes Section 35-148,
between agencies of the STATE OF ARIZONA, to wit; the ARIZONA
DEPARTMENT OF TRANSPORTATION, acting by and through its
INTERMODAL TRANSPORTATION DIVISION (the "ADOT") and ARIZONA
DEPARTMENT OF WEIGHTS AND MEASURES, acting by and through its
DIRECTOR (the "ADW&M").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the ADOT.

2. The ADW&M is empowered by Arizona Revised Statutes Section 41-2051 et seq to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the ADW&M.

3. The ADW&M provides several categories of required accredited metrology laboratory services to the ADOT at no cost. ADW&M equipment requires replacement from time to time, and the ADOT has a responsibility to participate financially in the costs. This agreement is to define the terms of the transfer of \$10,000.00 from ADOT to ADW&M and the expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The ADOT will:

Upon execution of this agreement, transfer \$10,000.00 to the ADW&M.

2. The ADW&M will:

a. Utilize the funds received from ADOT for metrology laboratory equipment replacement.

b. Continue to provide accredited metrology laboratory services to ADOT at no cost.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until the transfer of funds, or until cancelled by either party upon 60 days written notice, or other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

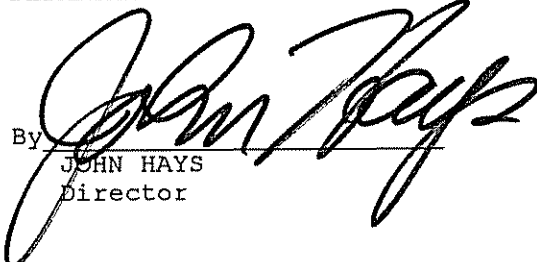
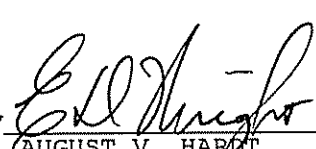
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Arizona Department of Weights and Measures
Central Office
9535 E. Doubletree Ranch Road
Scottsdale, AZ 85258

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

DEPARTMENT OF WEIGHTS AND MEASURES DEPARTMENT OF TRANSPORTATION

By  By 
JOHN HAYS AUGUST V. HAROT
Director Deputy State Engineer